

REMARKS

Status of the Claims

The Office Action mailed November 26, 2008 notes that claims 1, 27-31, and 63-71 are pending and rejected claims 1, 27-31, and 63-71. Claims 1, 63, and 68 are amended. Claims 66, 67 and 71 are cancelled. New claims 72-76 are added. No new matter is believed to be presented.

Claims 1, 27-31, 63-65, 68-70, and 72-76 are pending and under consideration. Reconsideration of the claims is respectfully requested. The rejections are traversed below.

The Applicant thanks the Examiner for the telephone Interview of March 24, 2009, and incorporates the substance of the telephone conversation into this Response.

Rejection under 35 U.S.C. § 101

The Office Action, on page 2, in item 4, rejected claims 1, 27-31, and 63-71 under 35 U.S.C. § 101 as being directed to non-statutory subject matter. Based upon the discussion of the Interview, claims 1 and 63 are amended and withdrawal of the rejection is requested. If any formal matters remain, the Applicant requests the Examiner to telephone the undersigned.

Rejection under 35 U.S.C. § 112, second paragraph

The Office Action, on page 3, in item 6, rejected claims 1, 27-31, and 63-71 under 35 U.S.C. § 112, second paragraph, as being indefinite for allegedly failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. This rejection is respectfully traversed, based upon the substance of the Interview. In particular, with respect to "money transaction card system," the Applicant directs the Examiner to page 4, lines 16-19, and page 22, lines 8-20 of the Specification, (paragraphs [0019] and [0059]) which note applicability to small purchases **generally made via credit card**, and discuss a number of differing transaction cards.

With respect to "management system limit" and "card system limit," the Applicant respectfully directs the Examiner to page 5, lines 15-33 of the Specification (paragraph [0022]), which refer to internal credit limits including billing cycle limit and single purchase limits, supporting "management system limit" and issuer limits related to credit limits imposed by the card issuer, supporting "card system limit."

Rejection under 35 U.S.C. § 103

The Office Action, on page 4, in item 8, rejected claims 1, 27-31, and 63-71 under 35 U.S.C. § 103(a) as being unpatentable over Brown (U.S. Patent Number 5,875,435) in view of Amarant et al. (U.S. Patent Number 5,450,477). This rejection is respectfully traversed below.

Conventionally, company card-based purchases needed on an immediate basis are very difficult to control. Typically, a system records a purchase after it occurs, and reconciliation also occurs at the end of a billing cycle. The advantages of the claims solve the above conventional problems, and in light of the discussion below, and telephone Interview of March 26, 2009, the claims distinguish over the references.

It is respectfully submitted that nothing cited or found in Brown and Amarant teaches "controlling transactions responsive to **a card system limit and the management system limit**" as recited, for example, in claim 1. Thus, transactions are controlled based on both the card system limit and the management system limit. Although the Office Action asserts that Brown teaches this limitation, Brown is not related to the interplay between a card system limit and a management limit, and in fact, the Office Action does not even indicate where Brown teaches "controlling transactions responsive to a card system limit and the management system limit" in its rejection on page 4.

Amarant merely discusses a replenishable debit card which can be used to control the cost of telephone services used by a business or residential customers. (See Amarant, Abstract, column 1, line 40- column 2, line 28, and Figures 1-5). However, claim 1 is directed to controlling transactions by both a card system limit and the management system limit.

As discussed in the telephone Interview, independent claim 1 is amended to clarify its distinguishing features. Nothing cited in Brown and Amarant teaches "**creating a financial obligation** in the financial management system **before a transaction occurs.**" The Specification on page 11, lines 13-26 specifically notes:

An obligation is a transaction in which the amount of the transaction can be anticipated, the product to be purchased is known, the vendor is known, the account codes of the accounts/budgets affected by the transaction are known, etc., and one which has been approved...The user then makes a purchase at the vendor 37, and when the purchase transaction arrives from the bank 36, the system essentially transmits a payment authorization to the payment authority 46 and then reconciles the transaction by debiting the proper accounts, etc.

One of ordinary skill in the art at the time of the invention would not have deemed it obvious to

combine Amarant with Brown because Amarant is related to a telephone call debit card system used to keep the cost of telephone usage down. However, Amarant's debit card system cannot teach "a financial obligation" because it is impossible to predict how long a telephone call will last, and thus impossible to predict or create a financial obligation for the telephone call. Amarant merely discusses three call options for a card-holder including enforce-with-disconnect, enforced-with-disconnect, and non-enforced. In enforce-with-disconnect, a call is disconnected if a balance is depleted during a call, in enforced-with-disconnect, a call will not be disconnected if a balance is depleted during the call, but no future calls can be made, and non-enforced does not prohibit any calls. None of these options can enforce a financial obligation because of the undeterminable cost of a telephone call.

Thus claim 1 patentably distinguishes over Brown and Amarant, taken alone or in combination.

Claim 63 is amended to recite distinguishing features which are similar to those found in claim 1, including "creating a financial obligation in the organizational financial management system before a transaction occurs." Nothing cited or found in Brown and Amarant, taken alone or in combination, teaches "creating a financial obligation...before a transaction occurs." Thus claim 63 also patentably distinguishes over Brown and Amarant for the reasons above.

The dependent claims depend from the above-discussed independent claims and are patentable over the cited references for the reasons discussed above. Furthermore, because the Office Action did not address previously pending dependent claims 64-71 added in the previous Response under an art rejection, the next Office Action cannot be properly made final, as a rejection of these claims will be a new ground of rejection. (See MPEP 706.07(a): "Under present practice, second or any subsequent actions on the merits shall be final, except where the examiner introduces a new ground of rejection that is neither necessitated by applicant's amendment of the claims.").

New Claims 72-76

New claim 72 patentably distinguishes over Brown and Amarant because nothing cited or found in Brown and Amarant, taken alone or in combination, teaches "controlling transactions responsive to a card system limit and the management system limit where the card system limit is a limit on a money transaction card set by the money transaction card system issuing the card." In particular, nothing teaches controlling transactions based on both a card system limit and a management system limit, the management system limit set by an organization, for example, a company watching over its employees, and the card system limit set by a card issuer.

New dependent claim 73 depends upon claim 72 and is patentable over Brown and Amarant for the reasons above.

New claim 74 patentably distinguishes over Brown and Amarant because nothing cited or found in Brown and Amarant, taken alone or in combination, teaches "creating a financial obligation in the financial management system **before a transaction occurs.**" As discussed above, Amarant cannot create "a financial obligation...before a transaction occurs" because of the unknown duration of a telephone call and because the telephone calls are prepaid.

Additionally, nothing cited or found in Brown and Amarant, taken alone or in combination, teaches "immediately authorizing payment for pre-approved transactions, capturing the transaction before the transaction occurs based on both the management system limit and the card system limit," recited in claim 74. Nothing cited or found in Brown and Amarant teaches these features, which are related to either authorizing immediate payment or capturing a transaction before it occurs based on both the management system limit and the card system limit. Further, nothing cited or found in Brown and Amarant teaches "automatically reconciling the transaction as one of a plurality of money card transactions within a general ledger of the financial management system," recited in claim 74. Thus, any outstanding financial obligations can be automatically reconciled and tracked by an administrator within a general ledger, for example, for a company.

New claim 75 patentably distinguishes over Brown and Amarant because nothing cited or found in Brown and Amarant, taken alone or in combination, teaches:

creating a financial obligation in the financial management system before a transaction occurs, and automatically reconciling the transaction as one of a plurality of money card transactions within a general ledger of the financial management system.

Similar to the reasons provided for claim 74 and claim 1, nothing teaches "creating a financial obligation in the financial management system before a transaction occurs." Additionally, nothing teaches "automatically reconciling the transaction...within a general ledger of the financial management system." As depicted in Figure 12 of the Application, steps 320-322 refer to reconciling an obligation.

New dependent claim 76 depends upon claim 63 and is patentable over Brown and Amarant for the reasons discussed above. Claim 76 also recites additional features not taught by Amarant and Brown, including "an obligation identifier." Thus, claim 76 is independently patentable over Amarant and Brown, taken alone or in combination.

Summary

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

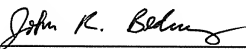
Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

STAAS & HALSEY LLP

Date: 3-26-09

By: 
John R. Bednarz
Registration No. 62,168

1201 New York Avenue, N.W., 7th Floor
Washington, D.C. 20005
Telephone: (202) 434-1500
Facsimile: (202) 434-1501